

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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JAZMIA INSERILLO,

Plaintiff,

STIPULATION

13 Civ. 3306 (RJD)(CLP)

-against-

CITY OF NEW YORK, RAYMOND W, KELLY, in his capacity as Police Commissioner of the City of New York, LT. JASON MARGOLIS, individually and as a New York City Police Officer, CATHERINE LAMSTEIN, individually and in her capacity as a psychologist employed by the New York Police Department, DI CHARLES MCEVOY, SGT. DANIEL SWEENEY, DET. MICHAEL BAHRENBURG, and DET. KARL SCHAEFER,

Defendants.
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IT IS HEREBY STIPULATED AND AGREED, by and among the parties as represented below, that above-captioned action be, and it hereby is, withdrawn, discontinued, and dismissed, with prejudice, and without costs, fees, or disbursements to any party. This stipulation may be filed by either party without notice to the other.

Dated: New York, New York
December 29, 2014

RAE DOWNES KOSHETZ, P.C.

Attorney for Plaintiff
747 Third Avenue, 20th Floor
New York, New York 10017
(212) 308-2979

Rkoshetz@rdkoshetzlaw.com

By: 

Rae Downes Koshetz

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
JAZMIA INSERILLO,

Plaintiff,

-against-

**SETTLEMENT
AGREEMENT**

13 Civ. 3306 (RJD)(CLP)

CITY OF NEW YORK, RAYMOND W, KELLY, in his capacity as Police Commissioner of the City of New York, LT. JASON MARGOLIS, individually and as a New York City Police Officer, CATHERINE LAMSTEIN, individually and in her capacity as a psychologist employed by the New York Police Department, DI CHARLES MCEVOY, SGT. DANIEL SWEENEY, DET. MICHAEL BAHRENBURG, and DET, KARL SCHAEFER,

Defendants.
----- X

WHEREAS, plaintiff commenced this action, Jazmia Inzerillo v. City of New York, et al., 13 Civ. 3306 (RJD)(CLP) ("the Action") by filing a complaint in the United States District Court for the Eastern District of New York, on or about June 10, 2013;

WHEREAS, plaintiff amended the complaint on or about September 6, 2013, and again on or about August 5, 2014;

WHEREAS, defendants, the City of New York ("City"), Raymond W. Kelly, Catherine Lamstein, Charles McEvoy, Daniel Sweeney, Michael Bahrenburg, and Karl Schaefer ("City Defendants"), and Jason Margolis (collectively, "Defendants") have denied the allegations made by plaintiff in the complaint as well as any and all liability arising out of plaintiff's allegations;

WHEREAS, defendant Jason Margolis brought cross-claims against defendant City on or about December 24, 2013;

WHEREAS, City Defendants and the City have denied the allegations made by defendant Jason Margolis in his cross-claims and denied any and all liability arising out of defendant Jason Margolis' allegations or arising out of any complaint or cross-complaint in this action; and

WHEREAS, no party is an infant or incompetent for which a committee has been appointed;

WHEREAS, there is no person not a party who has any interest in the subject matter of this proceeding; and

WHEREAS, the parties to this Settlement Agreement now desire to resolve the issues raised in this Action without further proceedings and without admitting any fault or liability; **NOW, THEREFORE**,

IT IS HEREBY STIPULATED AND AGREED, by and among the parties, as represented below, as follows:

1. Plaintiff hereby discontinues and dismisses, with prejudice and without costs, expenses and fees in excess of the amounts specified in paragraph "3" below, all claims asserted against Defendants and to release defendants, City Of New York, Raymond W, Kelly, Lt. Jason Margolis, Catherine Lamstein, D.I. Charles McEvoy, Sgt. Daniel Sweeney, Det. Michael Bahrenburg, and Det, Karl Schaefer, their successors or assigns, and all present and former officials, employees, representatives and agents of Defendants or the City, from any and all claims of any kind whatsoever, whether known or unknown, whether joint or several, whether or not discoverable, which plaintiff had or has from the beginning of the world to the date of this agreement including but not limited to any and all claims in this action or arising out of the events alleged in any complaint, amended complaint, or cross-complaint, as well as any and all

liability, claims or rights of action, arising out of plaintiff's employment, up until and including the date of this agreement, including all claims for attorneys' fees and costs.

2. Defendant Jason Margolis hereby discontinues and dismisses, with prejudice and without costs, expenses and fees, any and all cross-claims asserted against defendants, the City of New York, Raymond W, Kelly, Catherine Lamstein, D.I. Charles McEvoy, Sgt. Daniel Sweeney, Det. Michael Bahrenburg, and Det, Karl Schaefer, and to release the City of New York, Raymond W, Kelly, Catherine Lamstein, D.I. Charles McEvoy, Sgt. Daniel Sweeney, Det. Michael Bahrenburg, and Det, Karl Schaefer, their successors or assigns, and all present and former officials, employees, representatives and agents of defendants, or the City, from any and all claims of any kind whatsoever, whether known or unknown, whether joint or several, whether or not discoverable, which defendant Jason Margolis had or has from the beginning of the world to the date of this agreement including but not limited to any and all claims in this action or arising out of the events alleged in any complaint, amended complaint, or cross-complaint, as well as any and all liability, claims or rights of action, arising out of defendant Jason Margolis' employment, up until and including the date of this agreement, including all claims for attorneys' fees and costs.

3. In consideration for the actions described in paragraphs "1," and "2," above, the City agrees to pay plaintiff the total sum of One-Hundred Ten Thousand Dollars (\$110,000.00), and defendant Jason Margolis agrees to pay plaintiff the total sum of Two-Thousand, Five Hundred Dollars (\$2,500.00) (together, the "Settlement Amount"). The Settlement Amount set forth in this paragraph reflects the entire amount of the settlement, including, but not limited to, any costs, fees, or attorneys' fees. The checks will be made out to Jazmia Inzerillo and Rae Downes Koshetz as her attorney, and will be mailed to Rae Downes

Koshetz at Rae Downes Koshetz, P.C., 747 Third Avenue, 20th Floor, New York, New York 10017.

4. Plaintiff or defendant Margolis shall execute and deliver to City Defendants' attorney, and, as required to plaintiff's or defendant Margolis' attorney, all documents necessary to effect this settlement, including, without limitation, a release ("General Release") in the forms annexed hereto as Exhibit "A," the Affidavit Concerning Liens annexed hereto as Exhibit "B," and a City of New York Substitute W-9 form annexed hereto as Exhibit "C." A stipulation of discontinuance ("Stipulation") in the form annexed hereto as Exhibit "D," will be signed by all parties and no other obligation of this Settlements Agreement shall be deemed to exist until that Stipulation shall be executed and delivered to the City's attorney.

5. Nothing contained herein shall be deemed to be an admission by Defendants or any of them or all of them of the truth of any of the allegations contained in the complaint, amended complaints, or cross-claims in this Action, or an admission that Defendants or any of them or all of them have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York, or any other rules, regulations or bylaws of any department or subdivision of the City of New York or the New York City Police Department.

6. This Settlement Agreement, the Stipulation or the General Release shall not be offered as evidence in, nor are they related to, any other litigation, mediation, alternative dispute resolution, grievances, or any other forum, for any purpose whatsoever, except that the Settlement Agreement and the Stipulation may be used by any party in connection with any subsequent action or proceeding to enforce this Settlement Agreement or Stipulation.

7. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the City's Police Department.

8. In the event that a taxing authority or Court determines that the payments made by Defendants pursuant to this Settlement Agreement, Stipulation, and General Release are subject to personal income tax, any taxes, interest or penalties determined to be owed by the plaintiff or her counsel shall be the sole and complete responsibility of the plaintiff or counsel, respectively, or defendant Margolis and plaintiff and counsel shall not have a claim, right, or cause of action against the City or any defendant or any of their subdivisions, or any former, present, or future officials, agents, employees or representatives of the City, or any defendant or any of them, or their agencies, departments, or subdivisions, or their successors and assigns, on account of such taxes. The City, or any other defendant or any of them, their agencies, departments or subdivisions, and their former, present or future officials, agents, employees, or representatives, or their successors and assigns, do not waive any claims for indemnification or contribution for any taxes, interest or penalties they might incur should any taxing authority proceed against them on account of the payment made under this Settlement Agreement, Stipulation, or General Release.

9. In the event that a taxing authority or Court determines that the payments made pursuant to this Settlement Agreement, Stipulation, and General Release are subject to personal income tax, any taxes, interest or penalties determined to be owed by the plaintiff or counsel shall be the sole and complete responsibility of the plaintiff or counsel, respectively, and plaintiff and counsel shall not have a claim, right, or cause of action against the City or any defendant or any of their subdivisions, or any former, present, or future officials, agents, employees or representatives of the City, or any defendant or any of them, or their agencies,

departments, or subdivisions, or their successors and assigns, on account of such taxes. The City, or any other defendant or any of them, their agencies, departments or subdivisions, and their former, present or future officials, agents, employees, or representatives, or their successors and assigns, do not waive any claims for indemnification or contribution for any taxes, interest or penalties they might incur should any taxing authority proceed against them on account of the payment made under this Settlement Agreement, Stipulation, or General Release.

10. Each of the parties, through their counsel, has participated in the drafting and negotiation of the terms of this Settlement Agreement and General Release, and for all purposes the same agreement shall be deemed to have been drafted jointly by all of the parties.

11. This Settlement Agreement, Stipulation, and General Release and any other document executed by the parties hereto in furtherance of the purposes of this Settlement Agreement, Stipulation, and General Release, shall be governed by, interpreted and enforced in accordance with the laws of the State of New York.

12. This Settlement Agreement, Stipulation and General Release may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement, and shall be deemed fully executed when each party has received at least one counterpart executed by any party.

13. The Stipulation may be submitted to the Court by any person or party for entry as an order and judgment without further notice to any person or party.

14. This Settlement Agreement and Stipulation contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Settlement Agreement regarding

the subject matter of this action shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
December 29, 2014

RAE DOWNES KOSHETZ, P.C.

Attorney for Plaintiff
747 Third Avenue, 20th Floor
New York, New York 10017
(212) 308-2979
Rkoshetz@rdkoshetzlaw.com

By: 

Rae Downes Koshetz

Dated: New York, New York
December _____, 2014

KARASYK & MOSCHELLA, LLP

Attorney for Defendant Jason Margolis
233 Broadway, Ste. 2340
New York, NY 10279
(212) 233-3800
jmoschella@kmattoorneys.com

By: _____

James M. Moschella

Dated: New York, New York
December _____, 2014

ZACHARY W. CARTER

Corporation Counsel of the
City of New York
Attorney for City Defendants
100 Church Street, Room 2-196
New York, New York 10007-2601
(212) 356-2507
adowns@law.nyc.gov

By: _____

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|---|---|
| DO NOT SUBMIT FORM TO IRS - SUBMIT FORM TO REQUESTING AGENCY 7/13 Revision | CITY OF NEW YORK SUBSTITUTE FORM W-9: REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION |
| TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION. | |
| Part I: Vendor Information | |
| 1. Legal Business Name: (As it appears on IRS EIN records, CP575, 147C - or - Social Security Admin Records, Social Security Card, Social Security Certification) RAE DOWNES KOSHETZ, P.C. | 2. If you use DBA, please list below: |
| 3. Entity Type (Check one only): <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"><input type="checkbox"/> Church or Church-Controlled Organization</div> <div style="width: 50%;"><input type="checkbox"/> Personal Service Corporation</div> <div style="width: 50%;"><input type="checkbox"/> Non-Profit Corporation</div> <div style="width: 50%;"><input checked="" type="checkbox"/> Corporation/ LLC</div> <div style="width: 50%;"><input type="checkbox"/> Government</div> <div style="width: 50%;"><input type="checkbox"/> City of New York Employee</div> <div style="width: 50%;"><input type="checkbox"/> Individual / Sole Proprietor</div> <div style="width: 50%;"><input type="checkbox"/> Trust</div> <div style="width: 50%;"><input type="checkbox"/> Joint Venture</div> <div style="width: 50%;"><input type="checkbox"/> Partnership/ LLC</div> <div style="width: 50%;"><input type="checkbox"/> Single Member LLC (Individual)</div> <div style="width: 50%;"><input type="checkbox"/> Resident/Non-Resident Alien</div> <div style="width: 50%;"><input type="checkbox"/> Non-United States Business Entity</div> <div style="width: 50%;"><input type="checkbox"/> Estate</div> </div> | |
| Part II: Taxpayer Identification Number (TIN) & Taxpayer Identification Type | |
| 1. Enter your TIN here: (DO NOT USE DASHES) | <div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">2</div> <div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">6</div> <div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">2</div> <div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">8</div> <div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">4</div> <div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">7</div> <div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">9</div> <div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">8</div> <div style="border: 1px solid black; display: inline-block; padding: 2px 10px;">8</div> |
| 2. Taxpayer Identification Type (check appropriate box): <div style="display: flex; justify-content: space-between;"> <div><input checked="" type="checkbox"/> Employer ID No. (EIN)</div> <div><input type="checkbox"/> Social Security No. (SSN)</div> <div><input type="checkbox"/> Individual Taxpayer ID No. (ITIN)</div> <div><input type="checkbox"/> N/A (Non-United States Business Entity)</div> </div> | |
| Part III: Vendor & Remittance Addresses | |
| 1. 1099/Account Administrator Address: Number, Street, and Apartment or Suite Number 747 THIRD AVE., 20TH FLOOR City, State, and Nine Digit Zip Code or Country NEW YORK, NEW YORK 10017 | 2. Billing, Ordering & Payment Address: Number, Street, and Apartment or Suite Number 747 THIRD AVE., 20TH FLOOR City, State, and Nine Digit Zip Code or Country NEW YORK, NEW YORK 10017 |
| Part IV: Exemption from Backup Withholding | |
| For payees exempt from Backup Withholding, check the box below. Valid explanation required for exemption. See instructions. <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Exempt from Backup Withholding </div> | |
| Part V: Certification | |
| The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification Number (TIN). | |
| Sign Here: | <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 212-308-2979 Phone Number </div> <div style="width: 45%;"> 12/29/14 Date </div> </div> |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> RAE D. KOSHETZ Print Preparer's Name </div> <div style="width: 45%;"> 212-308-2979 Phone Number </div> </div> | |
| Contact's E-Mail Address: Rkoshetz@rdkoshetzlaw.com | |
| FOR SUBMITTING AGENCY USE ONLY | |
| Submitting Agency Code: _____ | Contact Person: _____ |
| Contact's E-Mail Address: _____ | Telephone Number: () _____ |
| Payee/Vendor Code: _____ | |
| DO NOT FORWARD W-9 TO COMPTROLLER'S OFFICE. AGENCIES MUST ATTACH COMPLETED W-9 FORMS TO THEIR FMS DOCUMENTS. | |

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

JAZMIA INSERILLO,

Plaintiff,

-against-

CITY OF NEW YORK, et al.,

Defendants.

**AFFIDAVIT
CONCERNING LIENS**

13 Civ. 3306 (RJD)(CLP)

STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

JAZMIA INSERILLO, being duly sworn, deposes and says:

1. I am over 18 years of age, am the plaintiff in the above-styled action, and make this affidavit in connection with settlement of this action.

2. The City of New York has no outstanding bills or liens against me or my property for obligations owed for Parking Violations or for treatment received at a New York City Health and Hospitals Corporation facility, or for the receipt of Workers' Compensation or New York State Disability benefits.

3. I have never been a recipient of public assistance from the New York City Department of Social Services and do not owe child support.

4. No tax obligation or judgment is owed by me to the City of New York.

5. My date of birth is 03.04.1982.

6. My social security number is 124-66-9440.


JAZMIA INSERILLO

Sworn to before me this 8 day of ~~December~~, 2014 JANUARY, 2015


Notary Public

AYENDY RAMOS
Notary Public, State of New York
No. 01RA6098467
Qualified in Kings County
Commission Expires 02-08-2016

WAIVER AND GENERAL RELEASE

KNOW THAT I, JAZMIA INSERILLO, the plaintiff in the proceeding entitled Jazmia Inzerillo v. City of New York, et al., 13 Civ. 03306 (RJD)(CLP), filed in the United States District Court, Eastern District of New York, in consideration of the terms identified in the Settlement Agreement, dated ¹⁰December ^{8th}~~2014~~²⁰¹⁵, and in consideration of the payment of One Hundred and Ten Thousand Dollars And No Cents (\$110,000) from defendant City of New York, and Two Thousand and Five Hundred Dollars and No Cents (\$2,500) from defendant Jason Margolis, do hereby waive, release and discharge defendants, the City of New York ("City"), Raymond W. Kelly, Lt. Jason Margolis, Catherine Lamstein, D.I. Charles McEvoy, Sgt. Daniel Sweeney, Det. Michael Bahrenburg, and Det. Karl Schaefer, their successors or assigns, and all present and former officials, employees, representatives and agents of the City, and each of them or all of them, their successors or assigns, from any and all liability, claims, demands, causes of action, obligations, damages, grievances and liabilities whatsoever of every kind and nature, at law or in equity, whether joint or several, whether known or unknown, and whether or not discoverable, which I may have resulting from anything which has happened from the beginning of the world up to now, including, but not limited to, any and all liability, claims, or rights of action which were or could have been alleged by me in the aforementioned action arising out of the events alleged in the complaint, an amended complaint or a cross-complaint in this action and including but not limited to all claims for attorney's fees, expenses, and costs.

This WAIVER AND RELEASE may not be changed orally.

THE UNDERSIGNED HAS READ THE FOREGOING WAIVER AND GENERAL RELEASE AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, I have executed this Waiver and Release this

8 day of ~~December, 2014.~~
JANUARY, 2015


JAZMIA INSERILLO

STATE OF NEW YORK

:

ss:

COUNTY OF King

:

On ~~December~~ JANUARY 8, ~~2014~~ ²⁰¹⁵, before me personally came JAZMIA INSERILLO, to me known, and known to me to be the individual described in, and who executed the foregoing WAIVER AND GENERAL RELEASE, and duly acknowledged to me that she executed the same.

Sworn to before me this

8 day of ~~December, 2014.~~ JANUARY, 2015


Notary Public

AYENDY RAMOS
Notary Public, State of New York
No. 01RA6098467
Qualified in Kings County
Commission Expires 02-08-16